

MARKET RESEARCH CONSULTANT LETTER AGREEMENT

From: Karen Eisen
Phillip Morris Corporation
120 Park Avenue
New York, New York 10017

To: Ms. Bette Levine
President
Marketing Perceptions, Inc.
Renaissance Office Center
15 Engle Street
Englewood, New Jersey 07631

Dear Ms. Levine:

This letter agreement is being entered pursuant to the Market Research Consultant Master Agreement ("Master Agreement") signed on October 10, 1991. It sets forth the terms and conditions under which Marketing Perceptions, Inc. ("Consultant") will perform a market research study for Philip Morris.

1. Consultant will perform the following project for Philip Morris: a total of four focus groups and eight in-depth interviews for Marlboro Express.
2. Consultant will complete the project and deliver all materials to Philip Morris on or before December 23, 1992.
3. Consultant will deliver the work product to Philip Morris in the following format: a written report.
4. Philip Morris will pay Consultant for the services rendered under this letter agreement on the following terms:
 - A. Consultant will deliver to Philip Morris an invoice for all amounts to be paid pursuant to this letter agreement. Philip Morris will pay all undisputed amounts due within thirty days of receipt of the invoice.
 - B. Philip Morris will pay Consultant the total fee of \$25,000 \pm 10% for services, food and travel expenses described in paragraphs 1-3 of this letter agreement.
5. This letter agreement will last until completion of the project.

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